

<i>DOCKET No.</i>	:	<i>SUPERIOR COURT</i>
	:	
	:	<i>JUDICIAL DISTRICT OF</i>
<i>SoFi Lending Corp. as Attorney-in-Fact for</i>	:	
<i>Regions Bank,</i>	:	<i>STAMFORD-NORWALK</i>
<i>Plaintiff</i>	:	
	:	
<i>v.</i>	:	
	:	<i>Return Date: AUGUST 17, 2021</i>
<i>JONATHAN RIDDLE,</i>	:	
<i>Defendant(s)</i>	:	
	:	

### **COMPLAINT**

Plaintiff, SoFi Lending Corp. as Attorney-in-Fact for Regions Bank, by and through its attorneys, Zwicker & Associates, P.C., for its Complaint against JONATHAN RIDDLE (“Defendant(s)”), states as follows:


1. Plaintiff was assigned Defendant's account(s) by SoFi Lending Corp. prior to default. SoFi Lending Corp. remains a Servicer of the Loan.
2. Defendant(s) reside(s) and/or maintain(s) an address and/or domicile sufficient to allow this Court to maintain jurisdiction and venue of Plaintiff’s claims.
3. The principal damage amount sought by Plaintiff in this Complaint is within this Court’s monetary jurisdictional limit.
4. Defendant(s) entered into a loan agreement (hereafter referred to as “Agreement”). True and exact copies of the loan documents are attached hereto and marked Exhibit A.
5. Funds were disbursed pursuant to the terms of the Agreement or as requested by Defendant(s).
6. The loan is identified with account number ending in 4243.
7. Defendant(s) defaulted on the terms of the Agreement when Defendant(s) failed to make payments pursuant to the terms of the Agreement.
8. As a result of the default by Defendant(s), Plaintiff has accelerated the full balance due and owing pursuant to the terms of the Agreement.

9. Demand was made upon Defendant(s).

10. As of today's date, Defendant(s) has/have failed to pay Plaintiff pursuant to the terms of the Agreement.

11. As Defendant(s) have materially breached the terms of the Agreement, the balance due and owing to Plaintiff after deducting all just and lawful offsets, payment, and credits is the sum of \$17,211.18. Account statement records or balance history records substantiating the balance due are attached hereto and marked Exhibit B.

Respectfully submitted,  
Zwicker & Associates, P.C.

By: 

[ ]BERNADETTE ANTAKI MICHAUD, ESQ., JURIS #  
431398

[x]JAMES TRUDELL, ESQ., JURIS # 429527

ZWICKER & ASSOCIATES, P.C.

A Law Firm Engaged in Debt Collection

1699 KING STREET #207

ENFIELD, CT 06082

(860)623-1122

Attorney for Plaintiff

DOCKET No.

: SUPERIOR COURT

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: JUDICIAL DISTRICT OF

SoFi Lending Corp. as Attorney-in-Fact for  
Regions Bank,

: STAMFORD-NORWALK

Plaintiff

:

:

v.

: Return Date: AUGUST 17, 2021

JONATHAN RIDDLE,

Defendant(s)

:

:

:

RELIEF REQUESTED

WHEREFORE, Plaintiff requests this Honorable Court to enter a Judgment awarding the following:

- a) The balance due and owing of \$17,211.18,
- b) Court costs to the extent permitted by applicable law.

Respectfully submitted,  
Zwicker & Associates, P.C.

By: \_\_\_\_\_

[ ] BERNADETTE ANTAKI MICHAUD, ESQ.,  
JURIS # 431398

[x] JAMES TRUDELL, ESQ., JURIS # 429527  
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(860)623-1122

Attorney for Plaintiff

Dated: 6/22/21

# EXHIBIT A

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**SOFI PERSONAL LOAN TRUTH IN LENDING ACT DISCLOSURE**Date: July 3, 2019**BORROWER:**

JONATHAN RIDDLE  
9 Sheridan Street  
B-3  
Norwalk, NY 06854

**CREDITOR:**

SoFi Lending Corp.  
2750 East Cottonwood Pkwy, Suite 300  
Cottonwood Heights, UT 84121

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>AMOUNT FINANCED</b>	<b>TOTAL OF PAYMENTS</b>
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you on your behalf.	The dollar amount you will have paid when you have made all payments as scheduled.
<b>14.926%</b>	<b>\$8,584.60</b>	<b>\$20,000.00</b>	<b>\$28,584.60</b>

**YOUR PAYMENT SCHEDULE WILL BE**

<b>NUMBER OF PAYMENTS</b>	<b>AMOUNT OF PAYMENTS</b>	<b>WHEN PAYMENTS ARE DUE</b>
59	\$476.41	Monthly beginning 08/10/2019
1	\$476.41	07/10/2024

**AutoPay Discount:** If you make monthly principal and interest payments by an automatic, monthly deduction from a savings or checking account, the Variable Interest Rate will be reduced by one quarter of one percent (0.25%) for so long as you continue to make such automatic, electronic monthly payments.

**Variable Interest Rate:** The Annual Percentage Rate may increase during the term of this transaction if the Variable Interest Rate increases. The Variable Interest Rate is equal to the Current Index plus **12.52%** (the "Margin"). The Current Index for any calendar month is based on the one-month London Interbank Offered Rate ("LIBOR") as published in the "Money Rates" section of the Wall Street Journal (Eastern Edition) and will be equal to the LIBOR rate published on the 25th day (or if such 25th day is not a business day, the next business day thereafter) of the month immediately preceding such calendar month, rounded up to the nearest one hundredth of one percent (0.01% or, 0.0001). As of the date this Disclosure Statement was prepared, the Current Index was **2.41%**. For purposes of calculating your variable rate, the LIBOR index may never be less than 0.00%

The Variable Interest Rate will increase if the Current Index increases, but may not increase more than **0.02%** during the term of the loan.

Any increase in the Variable Interest Rate may cause the amount of the final payment to change or may cause the amount of the monthly payment to increase.

For example, if your loan was for \$12,500 at 6.00% for 36 months and the rate increased to 6.25% in month 13, your regular payment amount would increase by \$1.42 and your next payment would increase to \$381.69.

If your loan was for \$25,000 at 6.50% for 60 months and the rate increased to 7.00% in month 20, your regular payment would increase by \$5.88 and your next payment would increase to \$495.03.

If your loan was for \$40,000 at 7.00% for 84 months and the rate increased to 7.40% in month 26, your regular payment amount would increase by \$7.85 and your next payment would increase to \$611.56

In the event the 1 month LIBOR is no longer available or has been replaced, you agree that we may select and apply a comparable successor or replacement index to calculate your Interest Rate. We agree to promptly provide you with written notice of any such change. Any such successor or replacement Index will be applied consistent with industry practice, which may also require an adjustment to the margin added to the index.

**SOFI PERSONAL LOAN TRUTH IN LENDING ACT DISCLOSURE**

**Prepayments:** If you pay the loan off early, you will not have to pay a penalty.

**Estimates:** All numerical calculations except for the AutoPay Discount, Margin, and Current Index are estimates.

See your loan agreement for any additional information about nonpayment, default, any required payment in full before the scheduled date and prepayment refunds and penalties.

**ITEMIZATION OF AMOUNT FINANCED**

<b>Amount Given to You Directly</b>	<b>\$20,000.00</b>
<b>Amount paid to other(s) on your behalf:</b>	<b>\$0</b>
<b>Amount Financed (Total Amount Provided)</b>	<b>\$20,000.00</b>
Prepaid finance charges (Origination Fee)	+ <b>\$0.00</b>
<b>Total Loan Amount</b>	<b>= \$20,000.00</b>

COPY VIEW

**Lender:****SOFI LENDING CORP.****2750 East Cottonwood Pkwy, Suite 300  
Cottonwood Heights, UT 84121****Borrower Name:****JONATHAN RIDDLE****Loan Agreement for SoFi Lending Corp. Personal Loan Program**

This Loan Agreement applies to, and is a part of, my Application. My signature on the Application certifies that I have read, understand, and agree to this Loan Agreement. In this Loan Agreement, except as otherwise indicated, the words "I," "me," "my," and "mine" mean all parties obligated hereunder, including the Borrower and any Co-Borrower/Joint Applicant, unless the language refers to only one or the other. The words "you," "your," "yours," and "Lender" mean **SOFI LENDING CORP.**, Cottonwood Heights, Utah, its successors and assigns, and any other holder of my Loan.

**A. AGREEMENT TO PAY**

I agree to pay you, or YOUR SUCCESSORS OR ASSIGNS, the sum of the total principal amount of the Loan which includes an amount equal to the Loan Origination Fee, if any, described in the Disclosure Statement issued to me under the Truth in Lending Act (the "Total Loan Amount"); and as set forth in this Loan Agreement, interest on the Total Loan Amount; interest on any unpaid accrued interest added to the Total Loan Amount; reasonable costs of collection and attorney's fees; and other fees, charges and costs as provided in this Loan Agreement.

**B. IMPORTANT – READ THIS CAREFULLY**

1. By completing and signing the Application, and submitting it to you, either directly or through some other person, I am requesting that you make a Loan to me on the terms described in this Loan Agreement and in an amount equal to all or part of the Loan Amount Requested. When you receive my Application, you are not agreeing to lend me money. You have the right not to make a Loan or to lend an amount less than the Loan Amount Requested. If you decide to make a Loan to me, you will disburse the Loan funds either (a) directly to me electronically or by sending a check to me, or (b) directly to the holders of my unsecured consumer debts as specified by me in my Application ("Prior Debts").

2. I may cancel my application without any fee or penalty prior to funding of the loan, as long as I provide you with sufficient advance notice to stop the loan funding.

3. Decreasing the Total Loan Amount– You can decrease the Total Loan Amount (i) based on updated payoff information you subsequently receive on the Prior Debts I have identified in my Application, (ii) if I ask you in writing to remove a Prior Debt from this Loan after I provide this signed Loan Agreement but prior to disbursement, or (iii) by refusing to disburse loan proceeds to the holders of my Prior Debts if doing so is prohibited by law.

4. Updated Payoff Information– If after loan proceeds are disbursed on my behalf, I receive updated payoff information showing that additional amounts remain owing on the Prior

Debts I have identified for payoff, I will promptly pay the holders of my Prior Debts the additional amounts that remain owing on my Prior Debts and you will not be responsible in any way for paying off those amounts.

5. **HOW I AGREE TO THE TERMS OF THIS LOAN.** If you agree to make a Loan to me, you will send me a Disclosure Statement under the Federal Truth in Lending Act. The Disclosure Statement will tell me the Total Loan Amount, the annual percentage rate on my Loan, and the amount of any fees. The Disclosure Statement is incorporated herein by this reference. My contractual obligation on this Loan Agreement will begin when loan proceeds are disbursed to me or to the holders of my Prior Debts. To the extent any information in the Disclosure Statement conflicts with the information in this Loan Agreement, the information in the Disclosure Statement governs.

**C. DEFINITIONS**

1. **"Application"** means the Application, whether in paper or electronic form, which incorporates this Loan Agreement, by which I request that you make a Loan to me, and agree to repay any Loan that you make on the terms set forth in this Loan Agreement.
2. **"Disbursement Date"** means the date you issue money to me or to the holders of my Prior Debts.
3. **"Disclosure Statement"** means the closed-end consumer credit disclosure statement as required by the federal Truth-in-Lending Act provided to me in connection with the Loan.
4. **"Co-Borrower/Joint Applicant"** means for purposes of this Agreement, a co-borrower or joint applicant who resides in the same household as the primary applicant as of the date of this Agreement.
5. **"Loan"** means all sums disbursed to me or the holders of my Prior Debts, all amounts added to the principal balance, including any loan origination fee, and all interest and other amounts due as provided in this Loan Agreement.
6. **"Loan Amount Requested"** means the dollar amount of the Loan requested by me in my Application.
7. **"Agreement"** means this Loan Agreement setting the terms applicable to my Loan. The Term "Agreement" also includes the Application and the Disclosure Statement relating to the Loan I obtain subject to the terms of this Agreement. In the event of any inconsistencies between terms in this Loan Agreement and the Disclosure Statement, the terms of the Disclosure Statement shall govern.
8. **"Repayment Period"** means the period beginning on the Disbursement Date and continuing for the number of scheduled installment payments as set forth in my Disclosure Statement.

**D. INTEREST**

1. **Accrual** – Beginning on the Disbursement Date, interest will accrue at the Fixed Interest Rate or the Variable Rate indicated on the Disclosure Statement for the term of my Loan, on the principal balance of my Loan outstanding from time to time. Interest will be calculated on a daily simple interest basis according to the outstanding principal balance each day during the term of the Loan. The daily interest rate will be equal to the annual interest rate in effect on that day, divided by the actual number of days in that calendar year.

2. **Capitalization** – I agree that you may, at your option, add all accrued and unpaid interest to the principal balance of my Loan ("capitalized interest") at the end of any authorized period of forbearance. In all cases, thereafter, interest will accrue on the new principal balance. In addition, to the extent permitted

by applicable law, if I am in default on my Loan, you may, at your option, add all accrued and unpaid interest to the principal balance of my Loan upon such default. Thereafter, interest will accrue on the new principal balance at the Fixed Interest Rate or the Variable Rate.

3. **Calculation** – The Fixed Interest Rate or Variable Interest Rate will be identified on the Disclosure Statement you send me. If my loan has a Fixed Interest Rate it will not increase or decrease over the life of my Loan. If I choose a Variable Interest Rate loan, my Variable Interest Rate will equal the Current Index (as defined below and which for purposes of this Loan Agreement may not be less than 0.00%) plus a Margin. The Variable Interest Rate will change monthly on the first day of each calendar month if the Current Index changes. The Variable Interest Rate on my loan will never be higher than 14.95% per year, to the extent permitted by applicable law. If at any time the Fixed Interest Rate or Variable Interest Rate as provided in this Section is not permitted by applicable law, interest will accrue at the highest rate allowed by applicable law.

4. **Current Index for Variable Rate Loans** – The Current Index for any calendar month is based on the one-month London Interbank Offered Rate (“LIBOR”) as published in the “Money Rates” section of the Wall Street Journal (Eastern Edition) and will be equal to the LIBOR rate published on the 25th day (or if such 25th day is not a business day, the next business day thereafter) of the month immediately preceding such calendar month, rounded up to the nearest one hundredth of one percent (0.01% or, 0.0001), except that for purposes of this Loan Agreement, the Current Index may not be less than 0.00%. If the LIBOR rate is no longer available, you will choose a comparable index. You agree to promptly provide me with written notice of any such change. Any such successor or replacement Index will be applied consistent with industry practice, which may also require an adjustment to the margin added to the index.

5. **Interest Rate Changes** – If my loan has a Variable Interest Rate you will notify me of any changes in the interest rate as required by law. A change in the rate may cause the amount of the final payment to change or may cause the amount of the monthly payment to increase or decrease.

## **E. TERMS OF REPAYMENT**

1. **Repayment Period** – The Repayment Period will begin on the Disbursement Date and will continue for the period specified in the Disclosure Statement. The amounts shown on my monthly statements will be consecutive monthly installments of principal and interest in approximately equal amounts over the number of months in the Repayment Period. During the Repayment Period, you will send me monthly statements electronically (showing Total Loan Amount and the amount of my monthly payment that is due). I will make monthly payments in the amounts and no later than the payment due dates shown on my electronic billing statements until I have paid all of the principal and interest and any other charges I may owe on my Loan.

2. **Amounts Owed at the End of the Repayment Period** – Since interest accrues daily upon the unpaid principal balance of my Loan, if I make payments after my payment due dates, I may owe additional interest. If I have not paid other fees and charges, I will also owe additional amounts for those fees and charges. In such cases you will increase the amount of my last monthly payment to the amount necessary to repay my Loan in full.

3. **Application of Payments** – To the extent permitted by applicable law, payments will be applied first to fees and

charges, then to accrued interest to the date payment is received, and then any remainder to the principal balance of my Loan.

4. **Borrower Benefits** – I may be entitled to the following borrower benefit by meeting the criteria listed below: Electronic Payment Benefit (AutoPay): If I agree to make monthly principal and interest payments by an automatic, monthly deduction from a savings or checking account and follow your procedures to do so, my Fixed Interest Rate or Variable Interest Rate will be reduced by one quarter of one percent (0.25%) for so long as I continue to make such automatic, electronic monthly payments. This benefit will discontinue and be lost for periods in which I do not pay by automatic deduction from my savings or checking account. This benefit is suspended during periods of forbearance.

5. **Changes in Payment Amount** (applicable only to Variable Rate Loan) – Each month during the Repayment Period, you will determine whether the monthly payment amount must be increased or decreased, based upon the outstanding balance, the amount of accrued interest, if any, and any change in the interest rate subject to the limitations in Section D.3. If necessary, the amount of the scheduled monthly payments will increase or decrease each month based on your calculation of the amount needed to pay the outstanding balance at the interest rate that will then be in effect, so that equal monthly installments will pay the outstanding balance and all accrued interest by the end of the Repayment Period. You will inform me in advance of any change in my scheduled monthly payment.

## **F. ORIGINATION FEE**

You may charge me a loan origination fee when loan proceeds are disbursed. The total amount of the estimated loan origination fee, if any, will be disclosed to me on my Disclosure Statement. The amount of the loan origination fee, if any, will be deducted when my loan proceeds are disbursed. If I prepay this Loan in full or in part at any time, I understand that I will not be entitled to a refund of any part of this loan origination fee unless required by law.

## **G. RIGHT TO PREPAY**

I have the right to prepay all or any part of my Loan at any time without penalty. Any partial payment will be credited against my Loan Balance as described in Section E.3.

## **H. FORBEARANCE**

You may give me a forbearance in three (3) month increments if I am temporarily unable to make my scheduled loan payments for unemployment. Requests for forbearance must be submitted in accordance with your reasonable procedures and requirements, and the decision to grant my request for forbearance shall be solely at your discretion. During any period of forbearance, regularly scheduled payments of principal and interest on my Loan may be deferred to the extent permitted by applicable law. Except as described above, I understand that I will remain responsible for all interest accruing during any period of forbearance and that to the extent permitted by applicable law you may add any interest that I do not pay during any forbearance period to the principal balance as described in Section D.2. I understand that any periods of forbearance will extend my Repayment Period as defined in Section E.1 unless prohibited by applicable law.

## **I. COLLECTION COSTS**

Unless prohibited by applicable law, I agree to pay you all amounts, including reasonable attorneys' fees, and collection



agency, court and other collection costs that you incur in collecting or enforcing the terms of my Loan (collectively, "Collection Costs") to the extent permitted by applicable law. The Collection Costs that I agree to pay may also include fees and costs incurred in connection with any appellate or bankruptcy proceedings to the extent permitted by applicable law.

#### J. DEFAULT

To the extent permitted by applicable law, I will be in default and you have the right to give me notice that the whole outstanding principal balance, accrued interest, and all other amounts payable to you under this Agreement, are due and payable at once (subject to any applicable law which may give me a right to cure my default) if: (1) I fail to make any monthly payment to you within thirty (30) days of its due date; or (2) I fail to notify you in writing of a change in my name, address, telephone number, or employment status; or (3) I become the subject of proceedings under the United States Bankruptcy Code or assign my assets for the benefit of my creditors; or (4) I break any of my other agreements in my Application or this Agreement; or (5) I make any false, misleading or materially incomplete statement in applying for this Loan, or to you at any time during the Repayment Period; or (6) I am declared legally incompetent or incapacitated. If I default, you may add all accrued and unpaid interest and other amounts to the principal balance of my Loan upon such default as described in Section D.2. If I default, I will be required to pay interest on this Loan accruing after default at the same rate of interest applicable to this Loan prior to my default.

#### K. NOTICES

1. I will send written notice to you within ten (10) days after any change in my name, address, e-mail address, telephone number or employment status. I will send such written notice to **SOFI LENDING CORP.**, 2750 East Cottonwood Pkwy, Suite 300, Cottonwood Heights, UT 84121, or any future address or electronic method you provide me.
2. Any communication between you and the Borrower or any Co-Borrower/Joint Applicant will be binding on the Borrower and any Co-Borrower/Joint Applicant and all disclosures provided by you to the Borrower or Co-Borrower/Joint Applicant will be deemed simultaneously received by all parties. Any notice required to be given to me by you may be given to the Borrower or any Co-Borrower/Joint Applicant and shall be binding on, and deemed received by, the Borrower and any Co-Borrower/Joint Applicant will be effective when mailed by first class mail to the latest address you have for me, or when transmitted by electronic communication to the latest e-mail address you have for me.
3. **SOFI LENDING CORP.** is licensed under the California Financing Law, License Number 6054612, 2750 East Cottonwood Pkwy, Suite 300, Cottonwood Heights, UT 84121. For borrowers residing in California, this Loan is made pursuant to the California Financing Law, Division 9 (commencing with Section 222000).

**FOR INFORMATION CONTACT THE  
DEPARTMENT OF BUSINESS  
OVERSIGHT, STATE OF  
CALIFORNIA.**

#### L. CREDIT REPORTING AND INFORMATION SHARING

**1. You or your agents may report information about my account to credit bureaus. Late payments, missed payments or other defaults in my account may be reflected in my credit report.**

2. I understand that the reporting of information about my account to credit reporting agencies may adversely affect my credit rating and my ability to get other credit.

3. I also agree that you may **report my name, the fact that I have taken a Loan from SOFI LENDING CORP. and information about my payment history on my account, including if I default, to investors who own a participation interest or other interest in my Loan.**

#### M. JOINT AND SEVERAL LIABILITY

1. The liability of any Co-Borrower/Joint Applicant to repay this loan in full is in addition to and not in lieu of the obligations of the primary Borrower to repay the loan in full. The Co-Borrower/Joint Applicant agrees to abide by the terms and conditions of this Agreement or any other documents provided or executed as part of the application process as if an original signatory.

2. Lender has sole discretion to proceed against both the Borrower and any Co-Borrower/Joint Applicant to recover all the amounts due under this Loan Agreement. Further, you can accept instructions from the Borrower or any Co-Borrower/Joint Applicant.

#### N. ADDITIONAL AGREEMENTS

1. I understand that you are located in Utah and that my Application will be entered into in the same state. **CONSEQUENTLY, UNLESS PROHIBITED BY APPLICABLE LAW, OR UNLESS I RESIDE IN CALIFORNIA, INDIANA, SOUTH DAKOTA, PENNSYLVANIA OR OREGON, THE PROVISIONS OF MY LOAN, INCLUDING THIS AGREEMENT, WILL BE GOVERNED BY UTAH LAW, WITHOUT REGARD TO CONFLICT OF LAW RULES,** except that Section P (Arbitration Agreement) is governed by the Federal Arbitration Act and not by any state law governing arbitration. (Indiana, Minnesota, Oregon, Pennsylvania or South Dakota residents see the State Notices Section before the signature page.)

2. I agree to update the information on my Application whenever you ask me to do so.

3. My responsibility for paying my Loan is unaffected by your failure to notify me that a required payment has not been made. You may delay, fail to exercise, or waive any of your rights on any occasion without losing your entitlement to exercise the right at any future time, or on any future occasion. You will not be obligated to make any demand upon me, send me any notice, present my Application to me for payment or make protest of non-payment to me before suing to collect my Loan if I am in default, and to the extent permitted by applicable law, I hereby waive any right I might otherwise have to require such actions. Without losing any of your rights under this Agreement, you may accept late payments or partial payments. **I will not send you partial payments marked "paid in full," "without recourse" or with other similar language unless those payments are marked for special handling and sent to SOFI LENDING CORP., 2750 East Cottonwood Pkwy, Suite 300, Cottonwood Heights, UT 84121, or to such other address or electronic method as I may be given in the future.**

4. **TCPA Consent** – Notwithstanding any current or prior election to opt in or opt out of receiving telemarketing calls or SMS messages (including text messages) from you, your agents, representatives, affiliates or anyone calling on your

behalf, I expressly consent to be contacted by you, your agents, representatives, affiliates, or anyone calling on your behalf for any and all purposes arising out of or relating to my Loan, at any telephone number, or physical or email or electronic address I provide or at which I may be reached. Telephone numbers I provide include those I give to you, those from which I or others contact you with regard to my account, or which you obtain through other means. I agree you may contact me in any way, including SMS messages (including text messages) calls using prerecorded messages or artificial voice, and calls and messages delivered using automatic telephone dialing systems (auto-dialer) or an automatic texting system. Automated messages may be played when the telephone is answered, whether by me or someone else. In the event that an agent or representative calls, he or she may also leave a message on my answering machine, voice mail, or send one via text. I consent to receive SMS messages (including text messages), calls and messages (including prerecorded and artificial voice and autodialed) from you, your agents, representatives, affiliates or anyone calling on your behalf at the specific number[s] I have provided to you, or numbers you can reasonably associate with my loan (through skip-trace, caller ID capture or other means), with information or questions about your application or loan. I certify, warrant and represent that the telephone numbers that I have provided to you are my contact numbers. I represent that I am permitted to receive calls at each of the telephone numbers I have provided to you. I agree to promptly alert you whenever I stop using a particular telephone number. I also consent to you and your agents, representatives, affiliates or anyone calling on your behalf to communicate with any persons listed in my Application as employment and personal references. YOU AND YOUR AGENTS, REPRESENTATIVES, AFFILIATES AND ANYONE CALLING ON YOUR BEHALF MAY USE SUCH MEANS OF COMMUNICATION DESCRIBED IN THIS SECTION EVEN IF I WILL INCUR COSTS TO RECEIVE SUCH PHONE MESSAGES, TEXT MESSAGES, E-MAILS OR OTHER MEANS.

5. **Call Recording** – I agree that you and your agents, representatives, affiliates or anyone calling on your behalf may contact me on a recorded line.

6. I may not assign my Loan Agreement (including my Application) or any of its benefits or obligations. You may assign my Loan Agreement (including my Application) at any time. The terms and conditions of my Loan Agreement apply to, bind, and inure to the benefits of your successors and assigns.

7. If any provision of this Agreement is held invalid or unenforceable, that provision shall be considered omitted from this Agreement without affecting the validity or enforceability of the remainder of this Agreement.

8. A provision of this Agreement may only be modified if jointly agreed upon in writing by you and me.

9. All parties to this Loan Agreement agree to fully cooperate and adjust all typographical, computer, calculation, or clerical errors discovered in any or all of the loan documents including the Loan Agreement and Disclosure Statement. In the event this procedure is used, I will be notified and receive a corrected copy of the changed document.

10. All payments on my Loan will be made in United States dollars, and if paid by check or draft, drawn upon a financial institution located in the United States. My obligation to make monthly payments in accordance with Section E.1 is not affected by any withholding taxes required to be paid under any foreign law, and notwithstanding any such law that requires withholding taxes on my payments under my Loan, I agree to

make all required payments under this Loan to you or any subsequent holder.

11. My failure to receive a coupon book or statement whether electronically or by mail does not relieve me of my obligation to make any required loan payments in accordance with the terms and conditions of this Agreement.

12. **Limits on Interest, Fees, Charges or Costs** – If a law which applies to this Loan and which sets maximum limits on interest, fees, charges, or costs collected or to be collected in connection with this Loan exceed permitted limits, then:

(a) Any such interest, fees, charges or costs shall be reduced by the amount necessary to comply with the permitted limits, and (b) any sums already collected from me which exceed permitted limits will be refunded to me. You may choose to make the refund by reducing the amounts I owe under this Agreement.

13. If I sign this Loan Agreement electronically, then: (i) You agree to keep an electronic record of the signed Loan Agreement and provide a printed copy to me upon request, and (ii) I agree to download and print a copy of this Loan Agreement for my records when I sign it. I understand and agree that my electronic signature or a facsimile of my signature will be just as valid as my handwritten signature on a paper document.

14. **NOT NEGOTIABLE.** *This Loan Agreement is not a promissory note or other "instrument" (as such term is defined in Article 9 of the Uniform Commercial Code). The delivery or possession of this Loan Agreement shall not be effective to transfer any interest in the Lender's rights under this Loan Agreement or to create or affect any priority of any interest in the Lender's rights under this Loan Agreement over any other interest in the Lender's rights under this Loan Agreement.*

## O. CERTIFICATIONS AND AUTHORIZATIONS OF BORROWER

1. I declare under penalty of perjury under the laws of the United States of America that the following is true and correct. I certify that the information contained in my Application is true, complete and correct to the best of my knowledge and belief and is made in good faith. I certify that the loan proceeds will only be used for unsecured personal, family, or household expenses and not for real estate, business purposes, investment, purchases of securities, post-secondary education or short-term bridge financing.

2. I represent and warrant that any Co-Borrowers/Joint Applicants on this loan reside in the same household as the primary Borrower as of the date of this Loan Agreement.

3. I authorize you or your agents to: (1) gather and share from time to time credit-related, employment and other information about me (including any information from the Loan Agreement or about this Loan or my payment history) from and with consumer reporting agencies, and others in accordance with applicable law; (2) respond to inquiries from prior or subsequent lenders or holders or loan servicers with respect to my Loan and related documents; and (3) release information and make inquiries to the persons I have listed in my Application as employers and references. My authorization under this Section O applies to this Loan, any future loans that may be offered to me by you, any updates, renewals or extensions of this Loan that may be offered to me, any hardship forbearance of this Loan or any future loans that may be requested by me, and for any review or collection of this Loan or any future loans that may be offered to me. I understand that a credit report is obtained for this loan request. If you agree to make this Loan to me, a consumer credit report may be requested or used in connection with renewals or extensions of

any credit for which I have applied, reviewing my Loan, taking collection action on my Loan, or legitimate purposes associated with my Loan. If I live in a community property state, I authorize you to gather credit-related information from others about my spouse. If I ask you, you will tell me if you have requested information about me (or about my spouse if applicable) from a consumer reporting agency and provide me with the name and address of any agency that furnished you with a report.

4. I authorize you and your agents to verify my Social Security number with the Social Security Administration (SSA) and, if the number on my loan record is incorrect, then I authorize SSA to disclose my correct social security number to these persons.

THIS LOAN AGREEMENT CONTAINS AN ARBITRATION PROVISION: TO THE EXTENT PERMITTED UNDER FEDERAL LAW, YOU AND I AGREE THAT EITHER PARTY MAY ELECT TO ARBITRATE AND REQUIRE THE OTHER PARTY TO ARBITRATE ANY CLAIM UNDER THE FOLLOWING TERMS AND CONDITIONS, WHICH ARE PART OF THIS AGREEMENT. EFFECTIVE AS OF OCTOBER 3, 2016, THIS ARBITRATION AGREEMENT DOES NOT APPLY IF, YOU ARE A MEMBER OF THE ARMED FORCES OR A DEPENDENT OF SUCH MEMBER COVERED BY THE FEDERAL MILITARY LENDING ACT. IF YOU WOULD LIKE MORE INFORMATION ABOUT WHETHER YOU ARE COVERED BY THE MILITARY LENDING ACT, IN WHICH CASE THIS ARBITRATION AGREEMENT DOES NOT APPLY TO YOU, YOU MAY CONTACT SOFI AT (855) 456-7634.

**P. ARBITRATION AGREEMENT—Please read carefully.** Except as expressly provided below, I agree any claim, dispute or controversy arising out of or related to (a) my Loan, my Application, this Agreement, my acceptance of the Loan, or my Disclosure Statement or (b) any relationship resulting from my Loan, or any activities in connection with my Loan, or (c) the disclosures provided or required to be provided in connection with my Loan (including, without limitation, the Disclosure Statement), or the underwriting, servicing or collection of my Loan, or (d) any insurance or other service related to my Loan, or (e) any other agreement related to my Loan or any such service, or (f) breach of this Agreement or any other such agreement, whether based on statute, contract, tort or any other legal theory (collectively, any "Claim") shall be, at my or your election, submitted to and resolved on an individual basis by binding arbitration under the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. (the "FAA") before the American Arbitration Association ("AAA") under its Consumer Arbitration Rules ("AAA Rules") in effect at the time the arbitration is brought, or before any other party that you and I agree to in writing, provided that such party must not have in place a formal or informal policy that is inconsistent with or purports to override the terms of this Arbitration Agreement. The AAA Rules are available online at [www.adr.org](http://www.adr.org). If the AAA cannot serve as administrator and we cannot agree on a replacement, a court with jurisdiction will select the administrator or arbitrator. For purposes of this Section P, the terms "you," "your," and "yours" and "Lender" include the Lender, any other subsequent holder of my Loan, and all of SoFi's and their officers, directors, employees, affiliates, subsidiaries, and parents. These terms also include any party named as a codefendant with you in a Claim asserted by me, such as loan servicers or debt

collectors. "Claim" has the broadest possible meaning, and includes initial claims, counterclaims, crossclaims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including claims for injunctive or declaratory relief). However, "Claim" does not include (A) any individual action brought by me in small claims court or my state's equivalent court, unless such action is transferred, removed or appealed to a different court, or (B) disputes about the validity, enforceability, coverage or scope of this Arbitration Agreement or any part thereof, which are for a court to decide, provided that disputes about the validity or enforceability of the Loan Agreement as a whole are for the arbitrator to decide.

**RIGHT TO REJECT:** I may reject this Arbitration Agreement by mailing a signed rejection notice to **SOFI LENDING CORP.** 2750 East Cottonwood Pkwy, Suite 300, Cottonwood Heights, UT 84121 within sixty (60) days after the first Disbursement Date. Any rejection notice must include my name, address, e-mail address, telephone number and loan or account number.

**IMPORTANT DISCLOSURE AND JURY TRIAL WAIVER:** IF EITHER YOU OR I CHOOSE ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL, TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES, OR OTHERWISE TO LITIGATE THE DISPUTE OR CLAIM IN ANY COURT (OTHER THAN IN AN ACTION TO ENFORCE THE ARBITRATION AGREEMENT OR THE ARBITRATOR'S AWARD). FURTHER, I WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING EXCEPT FOR ANY APPEAL RIGHT UNDER THE FAA. OTHER RIGHTS THAT YOU OR I WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

**CLASS ACTION WAIVER:** IF EITHER YOU OR I ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR I WILL HAVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER. Further, unless both you and I agree otherwise in writing, the arbitrator may not join or consolidate Claims with claims of any other persons. No arbitrator shall have authority to conduct any arbitration in violation of this provision or to issue any relief that applies to any person or entity except you and me individually.

**PROCEDURES:** If I reside in the U.S., any arbitration hearing shall take place within the federal judicial district in which I reside. If I reside outside the United States, I agree that any arbitration hearing shall take place in San Francisco, California. Each party will bear the expense of its own attorneys, experts and witnesses, regardless of which party prevails, unless applicable law or this Agreement gives a right to recover any of those fees from the other party. If my Claim is for \$10,000 or less, you agree that I may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing or by an in-person hearing as established by the AAA Rules. If my Claim exceeds

\$10,000, the right to a hearing will be determined by the AAA Rules. All fees and expenses of the arbitrator and administrative fees and expenses of the arbitration shall be paid by the parties as provided by the AAA Rules governing the proceeding, or by specific ruling by the arbitrator or by agreement of the parties. The arbitrator shall have the authority to award in favor of the individual party seeking relief all remedies permitted by applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (subject to constitutional limits that would apply in court), and attorneys' fees and costs. In addition, the arbitrator may award declaratory or injunctive relief but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted in that party's individual Claim. Upon the timely request of either party, the arbitrator shall write a brief explanation of the basis of his or her award. Any court with jurisdiction may enter judgment upon the arbitrator's award. If the arbitrator determines that any claim or defense is frivolous or wrongfully intended to oppress the other party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party (including arbitration administration fees, arbitrator's fees, and attorney, expert and witness fees), to the extent such fees and expenses could be imposed under Rule 11 of the Federal Rules of Civil Procedure. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Agreement.

**NON-WAIVER:** Even if all parties have opted to litigate a Claim in court, you or I may elect arbitration with respect to any Claim made by a new party or any Claim later asserted by a party in that or any related or unrelated lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Agreement. For example, if you file a lawsuit against me in court to recover amounts due under the Loan Agreement, I have the right to request arbitration, but if I do not elect to request arbitration, you reserve and do not waive the right to request arbitration of any Claim (including any counterclaim) I later assert against you in that or any related or unrelated lawsuit. This Arbitration Agreement will apply to all Claims, even if the facts and circumstances giving rise to the Claims existed before the effective date of this Arbitration Agreement.

**GOVERNING LAW:** This Arbitration Agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA, and not by any state law concerning arbitration. If I have a question about the AAA, I can contact them as follows: American Arbitration Association, 120 Broadway, Floor 21, New York, N.Y. 10271, 212-716-5800, [www.adr.org](http://www.adr.org).

**SURVIVAL, SEVERABILITY:** This Arbitration Agreement shall survive full payment of the Loan, your sale or transfer of the Loan, any bankruptcy or insolvency, any forbearance or modification granted pursuant to this Agreement, any cancellation or request for cancellation of the Agreement or any disbursements under the Agreement. If any part or parts of this Arbitration Agreement are found to be invalid or unenforceable by a decision of a tribunal of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be

severed, but the remainder of this Arbitration Agreement shall continue in full force and effect, except that: (A) If a determination is made in a proceeding involving you and me that the Class Action Waiver is invalid or unenforceable, only this sentence of this Arbitration Agreement will remain in force and the remainder of this Arbitration Agreement shall be null and void, provided that the determination concerning the Class Action Waiver shall be subject to appeal, and (B) If a Claim is brought seeking public injunctive relief and a court determines that the restrictions in this Arbitration Agreement prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated.

#### Q. DISCLOSURE NOTICES

**NOTICE TO CONSUMER:** (For purposes of the following notice, the word "you" refers to the Borrower not the Lender) 1. DO NOT SIGN THE APPLICATION BEFORE YOU READ THIS AGREEMENT. 2. YOU ARE ENTITLED TO A COPY OF THIS DOCUMENT. 3. YOU MAY PREPAY THE UNPAID BALANCE AT ANY TIME WITHOUT PENALTY AND MAY BE ENTITLED TO A REFUND OF UNEARNED CHARGES IN ACCORDANCE WITH LAW.

#### Notice to Borrowers Regarding Loan Sales

I understand that you may sell, transfer or assign my Agreement without my consent. Should ownership of my Loan be transferred, I will be notified of the name, address, and telephone number of the new lender if the address to which I must make payments changes. Sale or transfer of my Loan does not affect my rights and responsibilities under this Agreement. I understand that acting in the capacity of a non-fiduciary agent to me, you will maintain a register to record the entitlement to payments of principal and interest on my Agreement and that beneficial ownership of such payments under my Agreement as reflected in the register will be conclusive notwithstanding notice to the contrary. You will notify me of a change in ownership reflected in the register if (1) this alters the address to which I must make payments or (2) upon my reasonable written request. Sale, assignment or transfer of my Agreement or beneficial interest in payments of principal and interest on my Agreement does not affect my rights and responsibilities under this Agreement.

#### CUSTOMER IDENTIFICATION POLICY NOTICE

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals and businesses) who opens an account. What this means for you: (For purposes of the following notice, the word "you" refers to the Borrower not the Lender) **When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.**

**State Notices** – I understand that the following notices are or may be required by state law and that these notices may not describe all of the rights that I have under state and federal law.

Unless otherwise indicated, each notice applies or may apply to borrowers and any Co-Borrower/Joint Applicant who live in the indicated state on the dates that they signed their Applications and to borrowers and any Co-Borrower/Joint Applicant who are residents of that state.

FOR ALABAMA RESIDENTS: (For purposes of the following notice, the word "you" refers to the Borrower not the Lender) CAUTION – IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

CALIFORNIA AND UTAH RESIDENTS: As required by California and Utah law, I am notified that a negative credit report reflecting on my credit record may be submitted to a credit reporting agency if I fail to fulfill my credit obligation terms.

CALIFORNIA RESIDENTS: I have the right to prohibit the use of information contained in my credit file in connection with transactions not initiated by me. I may exercise this right by notifying the consumer credit reporting agency. A married applicant may apply for a separate account. If you take any adverse action as defined by Section 1785.3 of the California Civil Code and the adverse action is based, in whole or in part, on any information contained in a consumer credit report, I have the right to obtain within sixty (60) days a free copy of my consumer credit report from the consumer reporting agency which furnished you my consumer credit report and from any other consumer credit reporting agency which compiles and maintains files on consumers on a nationwide basis. I have the right as described by Section 1785.16 of the California Civil Code to dispute the accuracy or completeness of any information in a consumer credit report furnished by the consumer credit reporting agency.

CALIFORNIA RESIDENTS: By signing this Agreement, I certify that I have not paid any loan broker or other person any fee to obtain this loan from Lender.

IOWA RESIDENTS: If my Final Loan Amount is \$25,000 or less, this is a consumer credit transaction.

IOWA RESIDENTS: NOTICE TO CONSUMER (For purposes of the following notice, the word "you" refers to the Borrower not the Lender). 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.

MARYLAND RESIDENTS: You and I have agreed that this Credit Agreement is governed by federal law and the laws of California without regard to conflict of laws rules; if any court should nevertheless determine that this Agreement is subject to Maryland laws concerning credit, then only to the extent that Maryland law applies, You and I agree and elect that this Agreement is made under and governed by Subtitle 10, Credit Grantor Closed End Credit Provisions, of Title 123 of the Commercial Law Article of the Annotated Code of Maryland, except as preempted by federal law.

INDIANA RESIDENTS: (For purposes of the following notice, the word "you" refers to the Borrower not the Lender). If you prepay this Loan, under certain circumstances you may be eligible for a rebate of all or part of the Origination Fee in accordance with the Indiana Uniform Consumer Credit Code.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE PROVISIONS OF MY LOAN, INCLUDING THIS AGREEMENT, WILL BE GOVERNED BY INDIANA LAW, WITHOUT REGARD TO CONFLICT OF LAW RULES, EXCEPT THAT SECTION P (ARBITRATION) WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT AND NOT BY ANY STATE LAW GOVERNING ARBITRATION.

INDIANA AND MAINE RESIDENTS: The provisions of this Loan Agreement regarding the payment of collection agency costs and court costs and where lawsuits must be filed do not apply to Maine and Indiana residents.

KANSAS RESIDENTS: NOTICE TO CONSUMER: 1. Do not sign this agreement before you read it. 2. You are entitled to a copy of this agreement. 3. You may prepay the unpaid balance at any time without penalty.

KANSAS RESIDENTS: You and I agree that this Agreement is subject to the provisions of K.S.A 16a-1-101 through 16a-9-102 applying to consumer credit transactions.

MASSACHUSETTS RESIDENTS: Massachusetts law prohibits discrimination based upon marital status or sexual orientation.

MISSOURI RESIDENTS: (For purposes of the following notice, the word "you" refers to the Borrower not the Lender). Oral or unexecuted agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including agreements to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

MINNESOTA RESIDENTS: Loans made to Minnesota residents are governed by the Minnesota Statutes, Chapter 56, and Section 47.59. Loans are made pursuant to our Minnesota Regulated Loan License #RL-167. For information, please contact the Department of Commerce, State of Minnesota at (651) 539-1600.

MAINE, NEW YORK, RHODE ISLAND AND VERMONT RESIDENTS: A consumer report (credit report) may be obtained from a consumer-reporting agency (credit bureau) in connection with this Loan. If I request (1) I will be informed whether or not consumer reports were obtained, and (2) if reports were obtained, I will be informed of the names and addresses of the credit bureaus that furnished the reports. If you agree to make this Loan to me, a consumer credit report may be requested or used in connection with renewals or extensions of any credit for which I have applied, reviewing my Loan, taking collection action on my Loan, or legitimate purposes associated with my Loan.

NEBRASKA RESIDENTS: (For purposes of the following notice, "you" refers to the Borrower not the Lender). **Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including agreements promise to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this**

**writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.**

**NEW HAMPSHIRE RESIDENTS:** If you refer this Loan Agreement to an attorney for collection, I agree to pay your reasonable attorneys' fees. However, if I prevail in (1) any action, suit, or proceeding you bring, or (2) an action brought by me in connection with this Loan Agreement, reasonable attorneys' fees shall be paid to me. If I successfully assert a partial defense or setoff, recoupment, or counterclaim to an action brought by you, the court may withhold from you the entire amount or such portion of the attorneys' fees as the court considers equitable.

**NEW JERSEY RESIDENTS:** The section headings of this Agreement are a table of contents and not contract terms. Portions of this Agreement with references to actions taken to the extent of applicable law apply to acts or practices that New Jersey law permits or requires. In this Agreement, acts or practices (i) by you which are or may be permitted by "applicable law" are permitted by New Jersey law, and (ii) that may or will be taken by you unless prohibited by "applicable law" are permitted by New Jersey law.

**OHIO RESIDENTS:** The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**OREGON RESIDENTS:** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE PROVISIONS OF MY LOAN, INCLUDING THIS AGREEMENT, WILL BE GOVERNED BY OREGON LAW, WITHOUT REGARD TO CONFLICT OF LAW RULES, EXCEPT THAT SECTION P (ARBITRATION) WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT AND NOT BY ANY STATE LAW GOVERNING ARBITRATION.

**PENNSYLVANIA RESIDENTS:** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE PROVISIONS OF MY LOAN, INCLUDING THIS AGREEMENT, WILL BE GOVERNED BY THE PENNSYLVANIA CONSUMER DISCOUNT ACT AND PENNSYLVANIA LAW, WITHOUT REGARD TO CONFLICT OF LAW RULES, EXCEPT THAT SECTION P (ARBITRATION) WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT AND NOT BY ANY STATE LAW GOVERNING ARBITRATION.

**SOUTH DAKOTA RESIDENTS:** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE PROVISIONS OF MY LOAN, INCLUDING THIS AGREEMENT, WILL BE GOVERNED BY SOUTH DAKOTA LAW, WITHOUT REGARD TO CONFLICT OF LAW RULES, EXCEPT THAT SECTION P (ARBITRATION) WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT AND NOT BY ANY STATE LAW GOVERNING ARBITRATION

**UTAH RESIDENTS:** This Agreement is the final expression of the agreement between me and you and it may not be contradicted by evidence of an alleged oral agreement.

**Married WISCONSIN RESIDENTS:** My signature on my Application confirms that this loan obligation is being incurred in the interest of my marriage or family. No provision of any marital property agreement (pre-marital agreement), unilateral statement under Section 766.59, Wisconsin Statutes, or court decree under Section 766.70, Wisconsin Statutes, adversely affects the interest of the Lender unless the Lender, prior to the time that the loan is approved, is furnished with a copy of the agreement, statement, or decree or has actual knowledge of the adverse provision when the obligation to the Lender is incurred. My spouse has actual knowledge that this credit is being extended to me.

**By signing on the following signature page, I acknowledge my receipt of and my acceptance to the terms of this Agreement.**

### Signature Page

By signing below, I acknowledge that I have received and read the Disclosure Statement and Loan Agreement applicable to this Loan and that I accept all of the terms and conditions of the Loan

I declare that the information provided in connection with my application for this Loan is true and complete to the best of my knowledge and belief. I have read this Loan Agreement and agree to the terms therein. I understand and agree that **SOFI LENDING CORP.** may obtain a consumer credit report in connection with this application and in connection with any updates, renewals or extensions of any credit as a result of this application.

**Agreement to pay: I agree to pay the lender or any other holder of this Loan all sums disbursed under the terms of this Loan Agreement, any loan origination fee, plus interest and all other fees, charges, and costs that may become due. The terms and conditions set forth in the Loan Agreement constitute the entire agreement between us.**

CAUTION – IT IS IMPORTANT TO THOROUGHLY READ THE CONTRACT BEFORE SIGNING IT

#### NOTICES TO CUSTOMER

(For purposes of the following notice, the word “you” refers to the Borrower not the Lender) (a) DO NOT SIGN THIS BEFORE YOU READ THE LOAN AGREEMENT EVEN IF OTHERWISE ADVISED. (b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE TO THE EXTENT REQUIRED BY APPLICABLE LAW.

DocuSigned by:  
BORROWER SIGNATURE : Jonathan Riddle  
F8AAFE04449341B...

SIGNATURE DATE : 7/3/2019

PRINT FULL NAME : Jonathan Riddle

I agree to keep a copy of this Loan Agreement and a copy of the Disclosure Statement for my own future reference.



**SoFi Lending Corp**  
**Your Credit Score and the Price You Pay for Credit**

**Your Credit Score****Your credit score**Source: **Experian**Date: **07/02/2019****Understanding Your Credit Score****What you should know  
about credit scores**

Your credit score is a number that reflects the information in your credit report.

Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors.

Your credit score can change, depending on how your credit history changes.

**How we use your credit  
score**

Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.

**The range of scores**

Scores range from a low of **316** to a high of **850**.

Generally, the higher your score, the more likely you are to be offered better credit terms.

**How your score  
compares to the scores of  
other consumers**



**Checking Your Credit Report**

**What if there are mistakes in your credit report?**

You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contact the consumer reporting agency.

It is a good idea to check your credit report to make sure the information it contains is accurate.

**How can you obtain a copy of your credit report?**

Under federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year.

To order your free annual credit report-

*By telephone:* Call toll-free: 1-877-322-8228

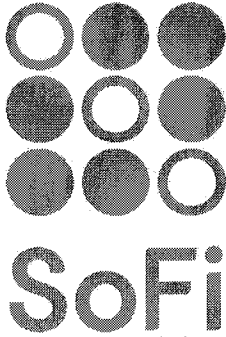
*On the web:* Visit [www.annualcreditreport.com](http://www.annualcreditreport.com)

*By mail:* Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trade Commission's web site at <https://www.consumer.ftc.gov/articles/pdf-0093-annual-report-request-form.pdf>) to:

Annual Credit Report Request Service  
P.O. Box 105281  
Atlanta, GA 30348-5281

**How can you get more information?**

For more information about credit reports and your rights under Federal law, visit the Consumer Financial Protection Bureau's Web site at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).



2750 East Cottonwood Pkwy, Suite  
300 Cottonwood Heights, UT  
84121.  
Toll Free 855-456-SOFI (7634)

**Automatic Payment Authorization Form** — You have the option to pay your loan each month using our Auto Payment option which will electronically debit payments from your bank account. If you decide to use Auto Payments you must agree to the terms of this agreement. This agreement can only be used for Auto Payments from a bank deposit account of the borrower. If you chose the Auto Payment option, you will be entitled to have the interest rate on your loan reduced by .25% APR reduction for all payments made using the Auto Payment feature.

By signing below, I authorize SoFi Lending Corp. ("SoFi") to initiate monthly deductions from my checking or savings account below in the amount equal to the sum of my monthly scheduled loan payment, plus, if applicable, any additional amounts set forth below, and any late fees or other amounts owed under the terms of my loan agreement.

I understand and acknowledge that:

- SoFi will begin to deduct monthly payments from my account on the first payment due date after this authorization form has been approved by SoFi.
- This agreement is not assignable by me, however SoFi may, at any time, transfer this agreement and my authorization to a successor servicer or any other entity which may purchase my loan.
- This authorization will remain in effect until terminated by SoFi or by me either in writing via email to [customerservice@sofi.com](mailto:customerservice@sofi.com), or verbally by calling 855-456-7634.
- In the event, I terminate this agreement, I understand that SoFi and my financial institution may require up to 10 business days to process any termination or other adjustment I make to my Auto Payment instructions.

Name <u>JONATHAN RIDDLE</u>		Authorization is for which account type?  <input checked="" type="checkbox"/> Checking Account  <input type="checkbox"/> Savings Account
Address <u>9 Sheridan Street B-3 Norwalk, NY 06854</u>		
Home Phone <u>[REDACTED]</u>	Mobile Phone <u>[REDACTED]</u>	<b>Faster Repayment Option:</b> I would like to pay more than my scheduled monthly payment amount. Please deduct an additional: Each month in addition to my scheduled payment and apply it to my loan account
Email Address <u>[REDACTED]</u>		
Financial Institution Routing Number <u>[REDACTED]</u>		
Financial Institution Account Number <u>[REDACTED]</u>		

See the sample check (below) for help locating the routing number and your account number.

DATE _____		999
PAY TO THE ORDER OF _____		\$ _____
		_____ DOLLARS
FOR _____		
<div style="display: flex; justify-content: space-around;"> <span>⑆99999999⑆</span> <span>99999999</span> <span>9999</span> </div> <div style="display: flex; justify-content: space-around;"> <span>Routing Number</span> <span>Account Number</span> </div>		

**Routing Number**--The routing number is a nine-digit number that identifies your financial institution. It is usually between the characters specified below, however the placement, may vary. Some routing numbers are in the middle, instead of being on the left side of the check.

**Account Number**-- The number of digits in your account number may vary. It is usually located to the right of the routing number. The check number may sometimes follow the account number, but is not part of the account number. By signing below, I acknowledge that I have read, understand and agree to be bound by all of the terms and conditions of this Agreement, including without limitation, the provisions of the *Disclosure Statement for Recurring Automatic Payments* below.

Your signature is required to draw funds from your account

Borrower Signature: Jonathan Kiddle  
F8AAFECA449341B...

Date: 7/3/2019

Sofi Account Number: [REDACTED]

### Disclosure Statement for Recurring Auto Payments

#### 1) The Type and Nature of Automatic Payment

Each Auto Payment will be effective on the due date of your loan payment. The payment amount will be equal to (a) your monthly loan payment (based on the applicable repayment schedule), plus (b) any additional amounts you've authorized above to be deducted and applied to your account, plus (c) any late fees or other amounts owed on your account pursuant to your loan agreement to the extent permissible under applicable law.

#### 2) In Case of Errors and Questions About Your Automatic Payments

You understand that you have certain rights under the Electronic Funds Transfer Act and its implementing regulation (Regulation E) with respect to unauthorized Auto Payments and the resolution of errors related to Auto Payments. If you suspect an error in any Auto Payment transaction, you must contact your financial institution to preserve those rights. This will not negate your responsibility to make scheduled payments on your loan during the investigation by your financial institution.

#### 3) Right to Terminate Auto Payments, Insufficient Funds.

SoFi or you may terminate this Agreement with or without cause. It may take SoFi or your financial institution up to 10 business days to process any request to terminate this agreement. Please note that SoFi reserves the right to terminate this Agreement if it receives two consecutive insufficient funds return. SoFi is also authorized under this Agreement to collect by Auto Payment any additional fees due under your loan agreement, as well as fees charges by SoFi resulting from insufficient funds, to the extent permitted by law. You may also be charged a return fee by your financial institution if sufficient funds are not available at the time of an Auto Payment. In addition to fees and possible termination of the Auto Payment feature, your loan will not receive the benefit of the .25% APR reduction on your interest rate for any Auto Payment which was not honored by your financial institution or any payment made by check, wire or other means other than by Auto Payment. You may terminate Auto Payments by providing timely notice to SoFi either in writing via email to [customerservice@sofi.com](mailto:customerservice@sofi.com) or verbally by calling 855-456-7634. Please note that SoFi must receive your verbal or written request at least 10 business days before the date on which you wish to have your Auto Payments terminated. You are responsible for making timely monthly payments on your loan(s) after you have terminated Auto Payments. Termination of this Agreement will result in the loss of any interest rate discount offered while participating in the Auto Payment program and the amount of your monthly payments will increase. After any termination of this Agreement, you may reapply for Auto Pay the next month.

**4) Assignment, Changes.**

This Agreement is not assignable by you, however SoFi may, at any time, transfer this Agreement and your authorization to a successor servicer or other entity which may purchase your loan. In addition, SoFi may assign or sell its rights and obligations under this Agreement to a third party at any time, by executing this agreement, you will be deemed to have consented to any such sale or assignment by SoFi of its rights and obligations hereunder to any third party.

If SoFi initiates a change to your monthly loan payment amount, the new payment amount and any additional amount you previously requested to be deducted via Auto Payment, will continue to be deducted from your account. You have the right to receive notice at least 10 days in advance of any change to your Auto Payment amount. If you wish to change the monthly additional amount withdrawn or make other changes to your Auto Payment directions, you will be required to submit a new Auto Payment Authorization Agreement to SoFi which will take up to 10 business days to process.

**5) Resuming Automatic Payments After Deferment, Forbearance or Grace Period**

If you are granted a forbearance or deferment on your loan after this Agreement is effective, the forbearance or deferment will not automatically terminate this Agreement, and Auto Payments under this Agreement will resume with the first payment due following the deferment, forbearance or grace period, unless you suspend Auto Payments or terminate this Agreement as described above.. Any interest rate reduction from Auto Payments will not apply to interest accrued during any forbearance, deferment, or grace periods in which you do not make Auto Payments. Automatic Payments will resume at the end of your deferment, forbearance or grace period.

**6) Confidentiality/Privacy**

SoFi may disclose information to third parties regarding your bank account, your loan account and/or Auto Payments to the extent permitted by law, including but not limited to, the following circumstances:

- a) When necessary to complete an Automatic Payment;
- b) To verify the existence and condition of your account for a credit bureau or merchant;
- c) To comply with government agency requests, subpoenas, or orders, lawful discovery under federal or state rules of civil and criminal procedure, court orders, or as otherwise required by applicable law; or
- d) If you give SoFi written permission to do so.

**7) Other Agreements and Regulations**

SoFi reserves the right, upon notice to you, to make changes to the Auto Payment feature as required to comply with changes to any state or federal laws rules or regulations applicable to debits to accounts.

**8) Business Days**

For purposes of this Agreement, business days are Monday through Friday, excluding bank holidays.

**9) Auto Pay Statements**

You will continue to receive a monthly account statement, via email, from SoFi which reflects your Auto Payments.

**10) Interest Rate Reduction**

Your loan will be entitled to a .25% APR reduction on your loan interest rate for all payments made through Auto Payments. If you enroll in Auto Payment during the loan application process, the reduction will apply effective the date the repayment schedule is created. If this Agreement is terminated, or Auto Pay is terminated, suspended, returned for insufficient funds, or if you default on loans enrolled in Auto Pay, you will lose the interest rate reduction for all payments not made using Auto Payment. As noted above, you will also lose the interest rate reduction during any deferment, forbearance or grace periods.

**11) Definitions**

- a) Loan means each loan issued by SoFi to Borrower under the Account Number listed on this Agreement.
- b) Bank Account means the deposit account of Borrower identified on the first page of this Agreement.
- c) Borrower means the individual identified on the first page of this Agreement and on the signature page hereof, who is also referred to in this Agreement as "you" and with terms "your" and "yours."
- d) SoFi shall include any purchaser of your loan, any successor servicer any agent retained by SoFi to conduct Auto Payments under this Agreement.

# EXHIBIT B

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NEXT TASK

RELEASE MY TASKS

HOLD



Type to start searching



Jonathan Riddle Variable Rate 1243

Escalate To Manager

Loan is unable to be worked due to current queue (Charge-Off)

## Charge-Off

LOAN HANDLING STATUS

\$17,211.18

CHARGE-OFF BALANCE

Warning! Loan is currently in Charge-Off status.

## Information

AutoPay

Comments

Documents

Forbearances

Loan Modifications

One-Time  
Payments

Schedule

Statements

Communication

Transactions

Charge Off

## Transactions Loan #: 1243 Application id: 8966526

## Audit

Show Reversed ☒

Post Date	Effective Date	Type	Amount	Check Number	Principal	Interest	Fee	Interest	Fee	Credit	Principal	Charge-Off
7/3/2019	7/3/2019	DISB	20,000.00		0.00	0.00	0.00	0.00	0.00	0.00	20,000.00	0.00
7/3/2019	7/3/2019	ORIGFEE	0.00		0.00	0.00	0.00	0.00	0.00	0.00	20,000.00	0.00
7/3/2019	7/3/2019	CAP	0.00		0.00	0.00	0.00	0.00	0.00	0.00	20,000.00	0.00
7/3/2019	7/3/2019	REAM	0.00		0.00	0.00	0.00	0.00	0.00	0.00	20,000.00	0.00
7/25/2019	8/1/2019	REAM	0.00		0.00	0.00	0.00	233.27	0.00	0.00	20,000.00	0.00
8/10/2019	8/10/2019	SCHEDPAYMENT	472.50		167.52	304.98	0.00	0.00	0.00	0.00	19,832.48	0.00
8/26/2019	9/1/2019	REAM	0.00		0.00	0.00	0.00	173.81	0.00	0.00	19,832.48	0.00
9/10/2019	9/10/2019	SCHEDPAYMENT	471.24		226.96	244.28	0.00	0.00	0.00	0.00	19,605.52	0.00
9/25/2019	10/1/2019	REAM	0.00		0.00	0.00	0.00	162.54	0.00	0.00	19,605.52	0.00
10/10/2019	10/10/2019	SCHEDPAYMENT	470.30		238.53	231.77	0.00	0.00	0.00	0.00	19,366.99	0.00
10/25/2019	11/1/2019	REAM	0.00		0.00	0.00	0.00	167.16	0.00	0.00	19,366.99	0.00
11/10/2019	11/10/2019	SCHEDPAYMENT	468.02		233.62	234.40	0.00	0.00	0.00	0.00	19,133.37	0.00
11/25/2019	12/1/2019	REAM	0.00		0.00	0.00	0.00	155.00	0.00	0.00	19,133.37	0.00
12/10/2019	12/10/2019	SCHEDPAYMENT	467.02		246.07	220.95	0.00	0.00	0.00	0.00	18,887.30	0.00
12/26/2019	1/1/2020	REAM	0.00		0.00	0.00	0.00	159.15	0.00	0.00	18,887.30	0.00
1/10/2020	1/10/2020	SCHEDPAYMENT	468.00		243.46	224.54	0.00	0.00	0.00	0.00	18,643.84	0.00
1/27/2020	2/1/2020	REAM	0.00		0.00	0.00	0.00	157.79	0.00	0.00	18,643.84	0.00
2/10/2020	2/10/2020	SCHEDPAYMENT	466.62		244.97	221.65	0.00	0.00	0.00	0.00	18,398.87	0.00
2/25/2020	3/1/2020	REAM	0.00		0.00	0.00	0.00	140.05	0.00	0.00	18,398.87	0.00
3/10/2020	3/10/2020	SCHEDPAYMENT	466.20		263.30	202.90	0.00	0.00	0.00	0.00	18,135.57	0.00
3/25/2020	4/1/2020	REAM	0.00		0.00	0.00	0.00	151.42	0.00	0.00	18,135.57	0.00
4/10/2020	4/10/2020	SCHEDPAYMENT	460.10		249.82	210.28	0.00	0.00	0.00	0.00	17,885.75	0.00
4/27/2020	5/1/2020	REAM	0.00		0.00	0.00	0.00	135.46	0.00	0.00	17,885.75	0.00
5/10/2020	5/10/2020	SCHEDPAYMENT	455.90		264.49	191.41	0.00	0.00	0.00	0.00	17,621.26	0.00
5/26/2020	6/1/2020	REAM	0.00		0.00	0.00	0.00	134.73	0.00	0.00	17,621.26	0.00
6/10/2020	6/10/2020	SCHEDPAYMENT	453.64		264.96	188.68	0.00	0.00	0.00	0.00	17,356.30	0.00
7/10/2020	7/10/2020	SCHEDPAYMENT	453.64		276.52	177.12	0.00	0.00	0.00	0.00	17,079.78	0.00
8/10/2020	8/10/2020	SCHEDPAYMENT	453.64		273.53	180.31	0.00	0.00	0.00	0.00	16,806.25	0.00
9/10/2020	9/10/2020	SCHEDPAYMENT	453.64		276.42	177.22	0.00	0.00	0.00	0.00	16,529.83	0.00
9/25/2020	10/1/2020	REAM	0.00		0.00	0.00	0.00	118.08	0.00	0.00	16,529.83	0.00
10/10/2020	10/10/2020	SCHEDPAYMENT	453.40		284.84	168.56	0.00	0.00	0.00	0.00	16,244.99	0.00
10/22/2020	10/22/2020	REAM	0.00		0.00	0.00	0.00	66.15	0.00	0.00	16,244.99	0.00
10/26/2020	11/1/2020	REAM	0.00		0.00	0.00	0.00	122.28	0.00	0.00	16,244.99	0.00
11/25/2020	12/1/2020	REAM	0.00		0.00	0.00	0.00	291.12	0.00	0.00	16,244.99	0.00
1/25/2021	2/1/2021	REAM	0.00		0.00	0.00	0.00	639.78	0.00	0.00	16,244.99	0.00
2/25/2021	3/1/2021	REAM	0.00		0.00	0.00	0.00	797.43	0.00	0.00	16,244.99	0.00
3/31/2021	3/31/2021	CHARGEOFF	17,211.18		16,244.99	966.19	0.00	0.00	0.00	0.00	0.00	17,211.18
	4/6/2021	CURRENT	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,211.18
	4/10/2021	STATUS	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,211.18

15

Sort Table

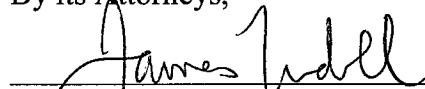
**+ Add Transaction**

DOCKET No.	:	SUPERIOR COURT
	:	
	:	JUDICIAL DISTRICT OF
SoFi Lending Corp. as Attorney-in-Fact for	:	
Regions Bank,	:	STAMFORD-NORWALK
Plaintiff	:	
	:	
v.	:	
	:	Return Date: AUGUST 17, 2021
JONATHAN RIDDLE,	:	
Defendant(s)	:	
	:	

**STATEMENT OF AMOUNT IN DEMAND**

The amount in demand is SEVENTEEN THOUSAND TWO HUNDRED ELEVEN AND 18/100 (\$17,211.18) exclusive of taxable costs.

By its Attorneys,



[ ] BERNADETTE ANTAKI MICHAUD, ESQ. JURIS # 431398  
~~by~~ JAMES TRUDELL, ESQ. JURIS # 429527  
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 ENFIELD, CT 06082  
 (860)623-1122